

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
1:23-cv-00004-MR-WCM

CHEVY BOOK;
CHRISTIAN BOOK;
DARIUS T. GIPSON;
DAMIEN A. BARRIOS;
JAMES O. KING;
MELVIN LAVALL, SR.;
MELVIN LAVALL, JR.;
LARICIA LEDENT;
KARA BULLOCK;
KAREN PETTY;
BYRON RICHARDSON; and
FREDERICK RICHARDSON

Plaintiffs,

v.

INDUSTRIAL SERVICES
GROUP, INC.

doing business as
Universal Blastco, and

BLUE RIDGE PAPER
PRODUCTS LLC

doing business as
Evergreen Packaging,

Defendants.

ORDER

This matter is before the Court *sua sponte*.

On April 18, 2023, Blue Ridge Paper Products LLC d/b/a Evergreen Packaging (“Evergreen”) filed a Motion to Dismiss and a supporting memorandum. Docs. 30, 31. In conjunction with that Motion, Evergreen moved

to seal a Confidential Release and Settlement Agreement (the “Settlement Agreement,” Doc. 29) that had been entered, at least in part, in connection with a related matter, Nicole Burgueno, administrator of the Estate of Brett Burgueno, and Shannon Butler, administrator of the State of Curtis Butler v. Industrial Services Group, Inc., d/b/a/ Universal Blastco, and Blue Ridge Paper Products LLC d/b/a Evergreen Packaging, United States District Court for the Western District of North Carolina, 1:22-cv-196.

On April 20, 2023, Industrial Services Group, Inc. d/b/a Universal Blastco (“Blastco”) filed a Motion to Dismiss. Doc. 32.

On May 2, 2023, Plaintiffs filed a combined response in opposition to both motions to dismiss (the “Opposition,” Doc. 36). Plaintiffs also filed two motions to seal, which sought to seal Plaintiffs’ Opposition and related affidavits. See Docs. 39, 40.

On May 23, 2023, Blastco filed its own motion to seal, by which it requested the sealing of a February 24, 2022 demand letter (the “Demand Letter”) it wished to submit in reply to Plaintiffs’ Opposition. Doc. 42.

On June 21, 2023, the undersigned granted Evergreen’s motion to seal, granted Plaintiffs’ motions to seal in part, granted Blastco’s motion to seal and directed that the following documents be sealed:

1. The Settlement Agreement (Doc. 29);
2. Plaintiffs’ Opposition to the motions to dismiss (Doc. 36);

3. The Affidavit of Jeffrey Oakes (Doc. 36-2); and
4. The Demand Letter (Doc. 43).

On September 13, 2023, during a hearing on Blastco's Motion to Dismiss, the parties were given an opportunity to address the question of whether the sealed documents should now be unsealed.

The Court has considered the parties' positions on these matters, and applicable authorities. See e.g., N.C.G.S. § 7A-38.1(l). The Court has also taken into account the centrality of the sealed documents to the parties' arguments regarding Blastco's Motion to Dismiss, and the presumption that materials filed in this Court will be filed unsealed. See LCvR 6.1. After doing so, the undersigned concludes that the sealed documents should now be partially unsealed.

IT IS THEREFORE ORDERED THAT the undersigned's June 21, 2023 Order is **VACATED IN PART** as follows:

1. On or before September 29, 2023, Evergreen **SHALL FILE** a redacted copy of the Settlement Agreement (Doc. 29) with the following portions being viewable:
 - a. The beginning of the document through the conclusion of paragraph 1(f);
 - b. Paragraph 5 (Comprehension of Document);
 - c. Paragraph 8 (Governing Law & Jurisdiction); and

- d. The signatory pages.
2. The Clerk is respectfully directed to **UNSEAL** the following documents:
- a. Plaintiffs' Opposition to the motions to dismiss (Doc. 36);
 - b. The Affidavit of Jeffrey L. Oakes (Doc. 36-2); and
 - c. The Demand Letter (Doc. 43).

Signed: September 22, 2023

A handwritten signature in black ink, reading "W. Carleton Metcalf", written over a horizontal line.

W. Carleton Metcalf
United States Magistrate Judge

